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January 5, 2001

David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

**In Re: Second Complaint of Discount Communications against BellSouth
Telecommunications
Docket No. 00-01151**

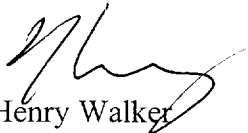
Dear David:

Please accept for filing the original and thirteen copies of a motion to require BellSouth Telecommunications, Inc. to continue service pending resolution of this proceeding filed on behalf of Discount Communications. Thank you for your attention to this matter.

Sincerely,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:



Henry Walker

HW/nl
Attachment
c: Guy Hicks

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

IN RE: SECOND COMPLAINT OF)
DISCOUNT COMMUNICATIONS) Docket No. 00-01151
AGAINST BELL SOUTH)
TELECOMMUNICATIONS, INC.)

MOTION OF DISCOUNT COMMUNICATIONS TO REQUIRE
BELL SOUTH TELECOMMUNICATIONS, INC. TO CONTINUE SERVICE
PENDING RESOLUTION OF THIS PROCEEDING

Yesterday, January 3, 2000, Judge William Houston Brown of the United States Bankruptcy Court, Western District of Tennessee, orally announced that he had decided to lift the automatic stay which has prevented BellSouth Telecommunications, Inc. ("BellSouth") from terminating service to ATM/Discount Communications, Inc. ("Discount").¹ He also informed the parties that his decision to lift the stay would not become effective for ten days and that, during this time, the parties could return to the Tennessee Regulatory Authority so that the agency could decide what further action, if any, to take regarding the billing issues raised by Discount. Judge Brown emphasized that he believed the TRA was the more appropriate forum in which to resolve

¹ The legal name of the complainant is ATM/Discount Communications, Inc. To avoid further confusion and to be consistent with the record of Discount's first complaint, this document will simply refer to the complainant as Discount.

(Last year, Discount Communications, the original holder of a resale certificate, merged into Air Time Management, Inc. Following the merger, the combined entity became ATM/Discount Communications, Inc. Since the merger combined all the assets and liabilities of the two entities, the TRA staff apparently advised Mr. Hayes that he only needed to file a name change petition rather than a petition to transfer the resale certificate. When Mr. Hayes filed the name change petition, he inadvertently omitted the "Inc." from the new name.)

Discount's claims. He added, however, that once the regulatory issues were resolved and the case boiled down to a matter of debt collection, he would not rule out the possibility of the parties returning to Bankruptcy Court. He said issue a written order will be issued shortly.

Pursuant to an earlier order of the Bankruptcy Court, Discount had posted a \$50,000 security deposit and has been paying \$2,500 per day into a trust account. The Court found these payments sufficient to assure that BellSouth would be paid for services on a going forward basis. Following Judge Brown's ruling, Discount agreed to give the deposit to BellSouth and to continue the daily payments during the ten day period before Judge Brown's order becomes effective. Whether the payments continue after that point will be up to the parties and the TRA.

Discount filed the present complaint with the TRA on December 29, 2000. As instructed by Judge Brown, this complaint addresses all of the known and material billing disputes between the parties. Discount has requested that the TRA appoint a staff person to investigate those issues and recommend a decision pursuant to T.C.A. § 65-4-119. Both parties have stated they wish an expeditious resolution of these issues.

In order for the statutory complaint process to work as intended, Discount asks that BellSouth be directed to take no action to terminate or impair service to Discount while the staff is investigating Discount's complaint. Discount requests nothing more than what the Consumer Services Division would do for any other customer who had filed a complaint raising legitimate questions about his utility bill. To insure that BellSouth is compensated going forward basis, Discount proposes to continue paying \$2500 per day into a trust account.

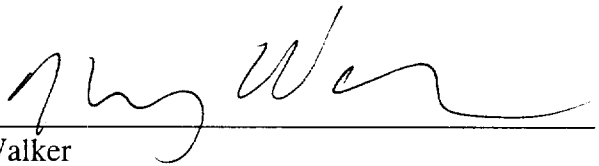
Unless this Motion is granted, Discount has no assurance that BellSouth will not prematurely terminate service before the Authority can complete its statutory responsibilities under Section 119. The TRA should not permit BellSouth to terminate service for non-payment of bills which BellSouth itself concedes are, at least in part, inaccurate.

Since Judge Brown's order will become effective within ten days, Discount asks that this Motion either be placed on the TRA's conference agenda on January 9, 2001 or addressed at a specially set TRA conference later that week.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: _____



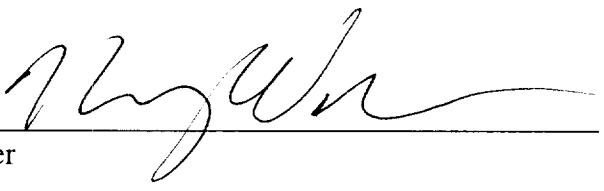
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via U. S. First Class Mail, facsimile, and/or hand delivery, to the following on this the 5th day of January, 2001.

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce St. ,
Nashville, TN 37201-3300

Vance Broemel, Esq.
Consumer Advocate Division
Tennessee Attorney General's Office
425 5th Avenue North, Cordell Hull Bldg.
Nashville, TN 37243-0500



Henry Walker